

self sterilizing nor antiseptic, but was contaminated with viable micro-organisms. The remainder was alleged to be misbranded in that the following statements and designs appearing on the carton, "Prepared under the most sanitary and scientific conditions * * * Hospital Bandage [pictures of doctor and nurse]," which implied that it was sterile, were false and misleading as applied to an article that was contaminated with viable micro-organisms.

On September 29, 1941, and January 19, 1942, no claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

654. Adulteration and misbranding of gauze bandages. U. S. v. 500 Dozen Gauze Bandages (and 1 other seizure of gauze bandages). Default decrees of condemnation and destruction. (F. D. C. Nos. 4371, 4868. Sample Nos. 22309-E, 50831-E.)

This product had been shipped in interstate commerce and was in interstate commerce at the time of examination, at which time it was found to be contaminated with viable micro-organisms. It was packaged in ordinary type carton without protective wrapping such as would be necessary to prevent contamination with bacteria. The carton was one-third larger than was necessary to contain the bandages.

On April 16 and June 4, 1941, the United States attorneys for the Northern District of California and the District of Maryland filed libels against 500 dozen gauze bandages at San Francisco, Calif., and 10 cartons each containing 1 dozen packages of gauze bandages at Baltimore, Md. Subsequently the libel filed in Northern California was amended. The libels alleged that the article had been shipped in interstate commerce within the period from on or about September 28, 1940, to on or about April 14, 1941, by the Forest City Rubber Co. from Cleveland, Ohio; and charged that it was adulterated and misbranded.

The article was alleged to be adulterated in that its quality fell below that which it purported or was represented to possess, since the statement "Sentinel Gauze Bandage" and the design of a soldier on the carton carried the implication, in the absence of a specific disclaimer on the carton, that the article was sterile and was suitable for use upon open cuts, wounds, etc.; whereas it was not sterile, and was not suitable for such use.

It was alleged to be misbranded in that the statement "Sentinel Gauze Bandage" and the design of a soldier were false and misleading as applied to a bandage which was not sterile, in the absence of a specific statement of the material fact that the article was not sterile and was not suitable for use upon broken skin. It was alleged to be misbranded further in that the difficultly legible statement on the carton "This product was thoroughly sterilized during manufacture and cleanly packaged, but continued sterility can not be guaranteed" was misleading since it created the impression that reasonable precautions were taken in the preparation and packaging of the article, to assure its continued sterility; whereas such precautions were not taken.

It was alleged to be misbranded further in that its package was so filled as to be misleading in that the retail carton was approximately one-third larger than necessary to contain the bandage.

On July 9 and August 5, 1941, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

PROPHYLACTICS

655. Adulteration and misbranding of prophylactics. U. S. v. 5½ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 5197. Sample No. 47479-E.)

This product was defective because it contained holes.

On July 25, 1941, the United States attorney for the Northern District of Illinois filed a libel against 5½ gross of prophylactics at Chicago, Ill., alleging that the article had been shipped in interstate commerce on or about June 2, 1941, by the International Distributors from Memphis, Tenn.; and charging that it was adulterated and misbranded. It was contained in unlabeled packages.

The article was alleged to be adulterated in that its quality fell below that which it purported or was represented to possess. It was alleged to be misbranded in that it did not bear a label containing the name and address of the manufacturer, packer, or distributor, nor did it bear a label containing an accurate statement of the quantity of the contents.

On October 15, 1941, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.